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RETURN TO:
AUSTIN LAW FIRM
ATTORNEYS AT LAW
230 GOODMAN ROAD, SUITE 510
SOUTHAVEN, MISSISSIPPI 38671
601-349-2234

INSTRUMENT PREPARED BY:

Matthew A. Nyman, Esquire
Hunton & Williams
1751 Pinnacle Drive, Suite 1700
McLean, Virginia 22102

RETURN INSTRUMENT TO:

599-0073

SWH HOTEL, LLC
5120 Virginia Way - #C-21
Brentwood, Tennessee 37027

CHICAGO TITLE INSURANCE COMPANY
1129 20th STREET NW
SUITE 300
WASHINGTON DC 20036

980887

LEASE TERMINATION AGREEMENT

(Southaven, Mississippi)

THIS LEASE TERMINATION AGREEMENT (hereinafter called this "Agreement"),
dated as of MAY 7, 1999, by and among **EQUITY INNS PARTNERSHIP, L.P.**,
a Tennessee limited partnership, whose mailing address is 7700 Wolf River Boulevard,
Germantown, TN 38138 (hereinafter called "Lessor"), and **CROSSROADS FUTURE
COMPANY, L.L.C.**, a Delaware limited liability company, whose mailing address is Foster
Plaza Ten, 680 Andersen Drive, Pittsburgh, PA 15220 (hereinafter called "Lessee"), provides as
follows:

WITNESSETH:

WHEREAS, pursuant to a certain Lease Agreement, dated as of March 11, 1997 (as
amended, the "Lease") Lessor leased to Lessee certain improved real property (the "Leased
Property") more particularly described on Exhibit A, attached hereto and made a part hereof by
this reference; *Memorandum of Lease recorded at Book 74, Page 78
in the office of the Chancery Clerk of DeSoto County, Mississippi.*

WHEREAS, as of the effective date of this Agreement, Lessor and Lessee desire to
terminate the Lease as it affects the Leased Property and release each other from each and every
obligation arising under the provisions of the Lease and all other dealings between the parties
regarding the Lease as to the Leased Property.

MAY 24 11 19 AM '99

STATE MS. - DE SOTO CO. BC
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MAY 13 3 32 PM '99 O

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NOW, THEREFORE, in consideration of the premises, the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lessor and Lessee do hereby terminate the Lease effective on the date first above written as to the Leased Property.

2. Lessee hereby remises, releases and quitclaims unto Lessor all right, title and interest of Lessee in and to the Leased Property, including its right of first offer and option to purchase the Leased Property.

3. Lessor hereby releases Lessee, and Lessee hereby releases Lessor, from each and every obligation, covenant, agreement, stipulation, payment and other liability of a similar or dissimilar nature required to be performed under the terms of the Lease or in any manner connected therewith, arising thereunder or in anywise resulting from Lessee's occupation of the Leased Property, except to the extent the same survives the termination of the Lease, expressly or by implication (including, but not limited to, indemnification obligations).

[SIGNATURES BEGIN ON NEXT PAGE]

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LEASE TERMINATION AGREEMENT
SIGNATURE PAGE

Signed and acknowledged
in the presence of:
(as to both)

LESSEE

CROSSROADS FUTURE COMPANY, L.L.C.,
a Delaware limited liability company

Christine D. Fielding
Printed Name: Christine D. Fielding

Christine D. Fielding
Printed Name: Christine D. Fielding

By: Kevin P. Kilheary
Printed Name: KEVIN P. KILHEARY
Title: VICE PRESIDENT

By: Timothy Q. Hudak
Printed Name: TIMOTHY Q. HUDAK
Title: ASST. SECRETARY

[SIGNATURES CONTINUE]

LEASE TERMINATION AGREEMENT
SIGNATURE PAGE

State of Pennsylvania)
) SS.
 County of Allegheny)

BEFORE ME, a Notary Public in and for said State and County personally appeared KEVIN P. KILHEARY and TIMOTHY Q. HUDAK, the VICE PRESIDENT and ASST. SECRETARY, respectively, as officers of CROSSROADS FUTURE COMPANY, L.L.C., a Delaware limited liability company, who acknowledged that they executed the foregoing instrument for and on behalf of Crossroads Future Company, L.L.C., that the same was their own free act and deed, individually and as such officers, and the free act and deed of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunder set my hand and seal this 7th day of MAY, 1999.

Florinda Rosemeyer
 Notary Public

My commission expires: DEC. 2, 2002.

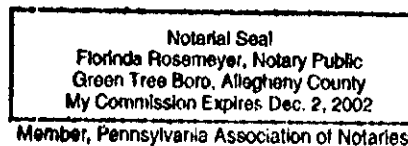
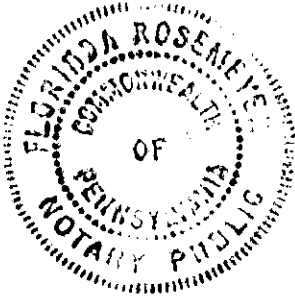


EXHIBIT A

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LEGAL DESCRIPTION
(Southaven, Mississippi)

Begin at a 3/4" pipe (found) at a southwest corner of Lot No. 1 and at a southwest corner of Goodman/I-55 Subdivision recorded in Plat in the Book 45, Page 45, presently northerly line of Goodman (Mississippi State Highway No. 302 Road (R.O.W. varies), said pipe being 2101.80 feet westwardly and 48.78 feet northwardly from the southeast corner of the Southeast Quarter of Section 25, Township 1 South, Range 8 West; thence North 00 degrees 20 minutes 48 seconds West 191.63 feet along a westerly line of Lot No. 1 and with a westerly line of said subdivision to an iron stake (found) in a southerly line of Lot No. 1 at a point of intersection of a westerly line with a southerly line of said subdivision; thence South 89 degrees 39 minutes 12 seconds West 29.68 feet along a southerly line of Lot No. 1 and with a southerly line of said subdivision to a 3/4" pipe (found) at a southwest corner of Lot No. 1, said pipe being also the True Point of Beginning for the herein described Lot; thence continue South 89 degrees 39 minutes 12 seconds West 157.86 feet with the southerly line of said subdivision to a 3/8" rebar (found) in the easterly line of Interstate Highway No. 55 (R.O.W. varies); thence North 27 degrees 43 minutes 31 seconds West 203.39 feet with the easterly line of said interstate to a "Concrete Right-of-Way" Monument (found); thence North 37 degrees 29 minutes 13 seconds West 187.86 feet with the easterly line of said interstate to a 3/4" pipe (found) at the southwest corner of Lot No. 3; thence North 89 degrees 56 minutes 04 seconds East 545.11 feet along the southerly line of Lot No. 3 to a 1/2" iron pipe (found) in the westerly line of a 90 ft. Ingress-Egress Easement for Hungry Fisherman Drive (Book 165, Page 667); thence continue North 89 degrees 56 minutes 04 seconds East 45.00 feet (Total distance measured = 590.11 feet) along the southerly line of Lot No. 3 to a "Cotton-Picker" Spindle (found) in the centerline of said Ingress-Egress Easement; thence South 00 degrees 03 minutes 43 seconds East 200.00 feet with said centerline to a "Cotton-Picker" Spindle (found) at the northeast corner of Lot No. 1; thence South 89 degrees 56 minutes 04 seconds West 45.00 feet along the northerly line of Lot No. 1 to a 1/2" pipe (found) in the westerly line of said Ingress-Egress Easement; thence continue South 89 degrees 56 minutes 04 seconds West 179.37 feet (Total distance measured = 224.37 feet) along the northerly line of Lot No. 1 to a 3/4" pipe (found) at the northwest corner of Lot No. 1; thence South 00 degrees 20 minutes 48 seconds East 128.50 feet along a westerly line of Lot No. 1 to the point of beginning containing 2.932, more or less, acres of land (127,714.20, more or less, Square Feet).

TOGETHER WITH a perpetual non-exclusive easement for ingress and egress across paved roadway known as Fisherman's Drive created by Warranty Deed and Easement recorded in Warranty Deed Book 165, Page 667, in the office of the Chancery Clerk of DeSoto County, Mississippi, and more particularly described by metes and bounds as follows, to wit: BEGINNING at a point in the proposed west right-of-way of Fisherman's Drive and the north right-of-way of Goodman Road, said point being 375 feet east of a concrete right-of-way monument at the northeast corner of the intersection of the rights of way of Goodman Road and the northbound I-55 ramp; thence with said proposed Fisherman's Drive right-of-way North 8° 39' 13" West a distance of 209.79 feet to a point; thence North 1° 49' 43" West a distance of 654.23 feet to a point of curvature; thence with a curve to the left having a radius of 393.60 feet, a distance of 586.96 feet to a point of tangency, said point also being a point of taper; thence with

taper North 79° 40' 40" West a distance of 151.33 feet to a point; thence North 87° 16' 20" West a distance of 210 feet to a point; thence North 2° 43' 40" East a distance of 50 feet to the proposed north right-of-way of Fisherman's Drive; thence with said proposed right-of-way South 87° 16' 20" East a distance of 210 feet to a point of taper; thence with said taper North 85° 08' 00" East a distance of 151.33 feet to a point of curvature; thence with a curve to the right having a radius of 483.60 feet, a distance of 721.18 feet to a point of tangency; thence South 1° 49' 43" East a distance of 648.87 feet to a point; thence South 8° 39' 13" East a distance of 209.79 feet to a point in the north right-of-way of Goodman Road; thence with said right-of-way South 88° 04' 42" West a distance of 90.04 feet to the point of beginning. Being situated in part of the Southwest Quarter of the Southeast Quarter of Section 25, Township 1 South, Range 8 West, Southaven, DeSoto County, Mississippi.